

220207-C

CAUSE NO. \_\_\_\_\_

BLUE WATER SHIPPING US, INC.	§	IN THE DISTRICT COURT
	§	
	§	
vs.	§	OF ORANGE COUNTY, TEXAS
	§	
SAPURA USA HOLDINGS	§	
INCORPORATED AND SAPURA	§	260th
ENERGY MEXICANA, S.A.P.I DE C.V.	§	_____ JUDICIAL DISTRICT

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**PLAINTIFF BLUE WATER SHIPPING US, INC.'S VERIFIED ORIGINAL PETITION**

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Plaintiff Blue Water Shipping US, Inc. ("Plaintiff") files its Verified Original Petition against Defendants Sapura USA Holdings Incorporated and Sapura Energy Mexicana, S.A.P.I. de C.V. (collectively "Defendants"), and respectfully shows as follows:

**I.**

**DISCOVERY LEVEL & CLAIM FOR RELIEF**

1.1 Discovery is to be conducted under Level 2 pursuant to Rule 190 of the Texas Rules of Civil Procedure.

1.2 Pursuant to Texas Rule of Civil Procedure 47, Plaintiff seeks monetary relief over \$250,000 but not more than \$1,000,000.

**II.**

**PARTIES**

2.1 Plaintiff Blue Water Shipping US, Inc. is a Delaware corporation, authorized to conduct business in the State of Texas, with an office in Texas.

2.2 Defendant Sapura USA Holdings Incorporated is Delaware corporation authorized to conduct business in Texas and maintains a regular place of business in Texas. Defendant Sapura USA Holdings Incorporated may be served with process by serving its registered agent, Capital

Services Inc., 206 E. 9<sup>th</sup> St., # 1300, Austin, Texas 78701, or any other place in which it may be found. Plaintiff requests that citation be issued.

2.3 Defendant Sapura Energy Mexicana, S.A.P.I. de C.V. is Mexican corporation headquartered at Edificio Takin 4to Piso, Interior 404 Av. Isla de Tris 28-A, Col. San Miguel, C.P. 24157, Cd. Del Carmen, Campeche, México. Defendant Sapura Energy Mexicana, S.A.P.I. de C.V. conducts business and maintains a regular place of business in Texas. Defendant Sapura Energy Mexicana, S.A.P.I. de C.V. may be served with process in accordance with the provisions of the Hague Convention on the Service Abroad of Judicial and Extra-Judicial Documents in Civil and Commercial Matters, or any other place in which it may be found. Plaintiff requests that citation be issued.

### **III.** **JURISDICTION & VENUE**

3.1 Jurisdiction is proper in this Court because the damages are within the jurisdictional limits of this Court. This Court has personal jurisdiction over Defendants because they conduct business in Texas, are residents and/or citizens of Texas, have minimum contacts and/or have purposely availed themselves to Texas. Exercising personal jurisdiction over Defendants will comport with due process and substantial justice and fairness.

3.2 Pursuant to §15.002 of the Texas Civil Practice and Remedies Code, venue is proper in Orange County, Texas, because Orange County is the county where all or a substantial part of the events or omissions giving rise to the claim occurred.

### **IV.** **FACTS**

4.2 Plaintiff is a global transport and logistics company which specializes in all logistics services in modern supply chain management. In 2021, Plaintiff provided transport and

logistics services for Defendants, at Defendants' request. Plaintiff provided these services to Defendants on or about the dates shown on the itemized and verified account (the "Account") and invoices ("Invoices") attached hereto as Exhibits "A-1" – "A-8," respectively. Plaintiff performed services for Defendants for which Defendants owes Plaintiff the sum of \$171,908.16, plus interest. Despite demand and Defendants' approval of payment for the Account and Invoices, Defendants have failed and refused to pay the monies that Defendants owe to Plaintiff.

**V.  
CAUSES OF ACTION**

**COUNT 1 – BREACH OF CONTRACT**

5.1 Plaintiff incorporates herein all of the foregoing allegations. Defendants agreed to pay Plaintiff the sum of \$171,908.16 for services provided to Defendants on or about the dates shown on the itemized and verified Account and Invoices. A contract was formed under which Plaintiff fully performed. Defendants failed to pay the sums due and owing to Plaintiff, damaging Plaintiff in the amount of at least \$171,908.16, together with applicable interest, and reasonable and necessary attorneys' fees and expenses.

**COUNT 2 – SWORN ACCOUNT**

5.2 Plaintiff incorporates herein all of the foregoing allegations. Plaintiff brings this suit as a sworn account pursuant to the provisions of Rule 185 of the Texas Rules of Civil Procedure. *See* the Affidavit of Lucas Strom, attached hereto as Exhibit "A." At the special insistence and request of Defendants and in consideration of Defendants' promise to pay for the services provided by Plaintiff, Plaintiff provided the services shown on the attached Exhibits "A-1" and "A-8," which are the verified Account and Invoices representing a liquidated money demand founded upon the business dealings between Plaintiff and Defendants, which are incorporated herein by reference as if fully copied and set forth at length herein. Plaintiff provided

to Defendants valuable services, which were provided at the special insistence and request of Defendants and such services were provided in the regular course of Plaintiff's business.

5.3 In consideration of such services, on which a systematic record has been kept, Defendants promised and became bound and liable to pay Plaintiff the prices charged therefore in the amount of \$171,908.16, such prices being a reasonable charge for such services. Despite numerous verbal and written demands by Plaintiff upon Defendants for payment, Defendants have refused and failed to pay the remaining balance on the account to Plaintiff in the sum of \$171,908.16, plus interest.

**COUNT 3 – QUANTUM MERUIT AND UNJUST ENRICHMENT**

5.4 Plaintiff incorporates herein all of the foregoing allegations. In the alternative, and without waiving any of the foregoing, Plaintiff maintains that in 2021, at the special insistence and request of Defendants, and upon Defendants' promise to pay the reasonable value thereof, Plaintiff provided valuable services to Defendants, which Defendants accepted and used to Defendants' benefit with actual or constructive knowledge that Plaintiff expected Defendants to pay the prices charged therefore. Defendants have refused to pay for the benefits Defendants received from Plaintiff. Defendants have been unjustly enriched by Defendants' use and enjoyment of the services provided by Plaintiff.

5.5 Plaintiff would show the court that Plaintiff provided such services to Defendants under such circumstances where one would normally expect to receive and Defendants would normally expect to pay compensation. It would be inequitable and unconscionable to allow Defendants to retain the benefits conferred without payment. Plaintiff would show that an action in quantum meruit lies against Defendants for the reasonable value of the services provided by

Plaintiff to Defendants, which is in the amount of \$171,908.16, plus interest. Defendants have failed and refused to pay Plaintiff the reasonable value of such services.

5.6 After allowing all just and reasonable credits and offsets, there remains due and owing to Plaintiff from Defendants the reasonable value of \$171,908.16, plus interest, for which Plaintiff now sues.

#### **COUNT 4 – PROMISSORY ESTOPPEL**

5.7 Plaintiff incorporates herein all of the foregoing allegations. In the alternative, Defendants made promises by way of promises and assurances to Plaintiff that Plaintiff reasonably and substantially relied upon to Plaintiff's detriment. It was foreseeable by Defendants that Plaintiff would rely upon Defendants' promises, which turned out to be empty and false promises. For Plaintiff's injuries caused by reliance on Defendants' promises, Plaintiff seeks Plaintiff's reliance damages, pre and post judgment interest, court costs and attorney's fees under Chapter 38 of the Texas Civil Practice and Remedies Code.

#### **VI. ATTORNEYS' FEES**

6.1 Plaintiff incorporates herein all of the foregoing allegations. Plaintiff presented its claim to Defendants more than thirty (30) days preceding the trial or judgment in this action, but the amount due and owing was not tendered to Plaintiff. Therefore, Plaintiff has found it necessary to employ the undersigned attorneys to represent Plaintiff, and has agreed to pay reasonable and necessary attorney's fees and expenses for this legal representation. Pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, Plaintiff is entitled to recover its reasonable and necessary attorneys' fees and expenses from Defendants, along with conditional awards of attorney's fees and expenses in the event of appeals. Plaintiff also seeks costs pursuant to the Texas Rules of Civil Procedure.

**VII.**  
**JURY DEMAND**

7.1 Pursuant to TEX. R. CIV. P. 216, Plaintiff hereby makes demand for a jury to hear and determine all issues of fact in this case.

**VIII.**  
**CONDITIONS PRECEDENT**

8.1 All conditions precedent to Plaintiff's assertions of its various causes of action have occurred or have been waived.

**IX.**  
**RULE 193.7 NOTICE**

9.1 Plaintiff hereby gives notice to Defendants that any and all documents produced may be used against Defendants at any pre-trial proceeding and/or trial of this matter without the necessity of authenticating the documents.

**X.**  
**PRAYER**

10.1 Plaintiff prays that Defendants be cited to appear and answer, and Plaintiff receive judgment against Defendants for the following:

- a. Actual damages in the amount of \$171,908.16, plus accrued interest, until paid;
- b. Reasonable and necessary attorneys' fees and expenses;
- c. Prejudgment interest;
- d. Post judgment interest;
- e. Costs of court; and
- f. Such and further relief to which Plaintiff may show itself justly entitled to receive.

Respectfully submitted,

**GORDON & REES LLP**

By: /s/ Andrew M. Scott

Andrew M. Scott

State Bar. No. 24075042

[ascott@grsm.com](mailto:ascott@grsm.com)

Katelynn Armijo

State Bar No. 24116040

[kdarmijo@grsm.com](mailto:kdarmijo@grsm.com)

1900 West Loop South, Suite 1000

Houston, Texas 77027

(713) 961-3366 – Telephone

(713) 961-3938 – Facsimile

**ATTORNEYS FOR PLAINTIFF**

# EXHIBIT A



CAUSE NO. \_\_\_\_\_

BLUE WATER SHIPPING US, INC.	§	IN THE DISTRICT COURT
	§	
	§	
vs.	§	OF ORANGE COUNTY, TEXAS
	§	
SAPURA USA HOLDINGS	§	
INCORPORATED AND SAPURA	§	
ENERGY MEXICANA, S.A.P.I DE C.V.	§	_____ JUDICIAL DISTRICT

---

**AFFIDAVIT OF LUCAS STROM IN SUPPORT OF PLAINTIFF BLUE WATER  
SHIPPING US, INC.'S VERIFIED ORIGINAL PETITION**

---

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF HARRIS**   §

BEFORE ME, the undersigned authority, on this day, personally appeared Lucas Strom, an individual known to me, who after being, by me, first duly sworn according to law and placed upon his oath, deposed and said the following:

1. My name is Lucas Strom. I am over 21 years of age, of sound mind, and capable of making this Affidavit. The facts stated in this Affidavit are within my personal knowledge and are true and correct.
2. I am a General Manager and Regional Head of Chartering for Blue Water Shipping US, Inc. ("BWS") and I am a duly authorized agent for BWS.
3. The claims asserted in BWS' Verified Original Petition ("Petition") arise out of business dealings between BWS and Defendants Sapura USA Holdings Incorporated and Sapura Energy Mexicana, S.A.P.I. de C.V. (collectively "Defendants") for which a systematic record has been kept and which involve services provided by BWS.
4. A true and correct copy of the Statement of Account, which is referred to in BWS' Petition and attached hereto as "**Exhibit A-1**" is incorporated by reference herein. This Statement of Account was kept by BWS in the regular course of its business, and it was the regular course of business of BWS for an employee or representative of BWS, with knowledge of the services that were provided, to make the Statement of Account or to transmit the information to be included on this Statement of Account. The Statement of Account was made at or near the time or reasonably soon after the services were provided by BWS. The

Statement of Account attached hereto is an exact duplicate of the original Statement of Account.

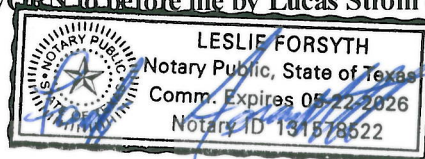
5. True and correct copies of the Invoices from BWS to Defendants, which are referred to in BWS' Petition and attached hereto as "Exhibits A-2 – A-8" are incorporated by reference herein. These Invoices were kept by BWS in the regular course of its business, and it was the regular course of business of BWS for an employee or representative of BWS, with knowledge of the services that were provided, to make the Invoices or to transmit the information to be included on these Invoices. The Invoices were made at or near the time or reasonably soon after the services were provided by BWS. The Invoices attached hereto are exact duplicates of the original Invoices.
6. In 2021, BWS provided the services described in BWS' Petition to Defendants. Despite demand, Defendants have failed and refused to pay the monies that they owe to BWS.
7. BWS' claim and suit on sworn account is just and true.
8. To date, the principal balance of \$171,908.16 remains due and owing on Defendants' account. This amount is just and true, it is due, and all just and lawful offsets, payments, and credits have been allowed.
9. I have read BWS' Petition. The facts stated in BWS' Petition are within my personal knowledge and are true and correct.

AFFIANT FURTHER SAYETH NAUGHT.



By: Lucas Strom  
Title: General Manager and Regional Head  
of Chartering  
Blue Water Shipping US, Inc.

SUBSCRIBED AND SWORN to before me by Lucas Strom on this the 23 day of June,  
2022.



\_\_\_\_\_  
Notary Public in and for the State of Texas

# EXHIBIT A-1

Blue Water Shipping US Inc.  
 16945 Northchase DR, Suite 1550  
 Houston, TX 77060, USA  
 Tel. +45 79 13 41 44  
 E-mail: ebjdebitors@bws.dk - www.bws.dk



Sapura Energy Mexicana S.A.P.I. De Cv  
 Av. Isla de Tris No. 28 A, Km. 5, Int. 404, Residencial San Miguel  
 24157 Ciudad Del Carmen, Campeche  
 Mexico

03-12-2021

\*\*\* STATEMENT OF ACCOUNT \*\*\*

Customer No. 160229 Note No. Per 03-12-21 Page 1

Invoice Date	Due Date	Invoice No.	Reference	Amount
26-04-2021	25-06-2021	339585	02-33-02929	USD 1.160,52
28-04-2021	27-06-2021	339833	02-33-02967	USD 74.074,31
30-04-2021	29-06-2021	340108	02-31-01230	USD 8.060,00
05-05-2021	04-07-2021	340431	02-31-01228	USD 8.375,00
13-05-2021	12-07-2021	340756	02-31-01233	USD 7.128,33
21-07-2021	22-07-2021	344775	02-30-02357	USD 12.950,00
21-07-2021	22-07-2021	344776	02-30-02357	USD 59.350,00
<b>Total Due</b>				<b>USD 171.098,16</b>
<b>Total Outstanding</b>				<b>USD 171.098,16</b>

ACH PAYMENT  
 Account name: Blue Water Shipping US Inc  
 ABA/Routing no: 043000261  
 (The bank of New York Mellon, Pittsburgh)  
 Account no: 9044-739

PAYMENT VIA CHECK  
 FIRST CLASS MAIL  
 Blue Water Shipping US Inc  
 PO Box 392379  
 Pittsburgh, PA 15251-9379

PAYMENT VIA COURIER  
 Blue Water Shipping US Inc  
 Attn: 392379  
 500 Ross St 154-0455  
 Pittsburgh, PA 15262-0001

US DOMESTIC FEDWIRE PAYMENT  
 Intermediary Bank:  
 ABA/Routing no: 021000089 (Citibank, NY)  
 Account with Intermediary Bank: 36059311  
 For further credit to beneficiary:  
 Account name: Blue Water Shipping US Inc  
 Bank Swift: HANDUS33 (Svenska Handelsbanken,  
 NY) Account no: 7131101100

INTERNATIONAL WIRE PAYMENT  
 Beneficiary name:  
 Blue Water Shipping US Inc  
 Beneficiary Bank Swift:  
 HANDUS33 (Svenska Handelsbanken, NY)  
 Beneficiary Account no: 7131101100

**Please Note:****Please state invoice number on payment.****All payments received after end date, are not part of this statement.**

# EXHIBIT A-2

BLUE WATER SHIPPING US, INC.  
16945 NORTHCHASE DR., SUITE 1550,  
HOUSTON, TX 77060



## INVOICE

UNITED STATES

TEL: +1 281-449-7447 FAX: +1 281-449-7451

SAPURA ENERGY MEXICANA, S.A.P.I. DE C.V. AV. ISLA  
DE TRIS NO. 28 A, KM 5, INT. 404, RESIDENCIAL SAN  
MIGUEL  
CIUDAD DEL CARMEN, CAMPECHE 24157

Date 04/28/21  
Our ref. 02-33-02967  
Invoice # 00339833  
Customer # SME1410034E9  
Duns #  
Client ID SAPENE

Att.:

Packages 5	Description charge MACHINERY SPARE PART	LBS 14,308	KGS 6,490	CBM/TEU 42.07	B/L Number (CASE#) 020-53029292
Place of init. receipt		Port of loading SWK	Port of discharge MEXICO CITY	Place of delivery	
Carrier DEUTSCHE LUFTHANSA AG		Shipper RE.MAC.UT S.R.L.		Consignee SAPURA ENERGY MEXICANA, S.A.P	
AWB / HAWB		Yr. Ref. (TCN#)		ETD 4/01/2021 /	ETA 4/02/2021

<u>Description of charges</u>	<u>Amount</u>
INSURANCE	\$650.00
AIR FREIGHT (ITALY-MEXICO)	\$63,835.00
PICK UP	\$1,375.00
SNIFFER	\$250.00
CUSTOMS CLEARANCE ACTUAL	\$2,945.52
10 % OUTLAY FEE FOR CUSTOMS CLEARANCE	\$294.56
INLAND TRANSPORTATION AICM/C DEL CARMEN, CAMPECHE	\$3,511.91
OUTLAY FEE 10% FOR INLAND TRANSPORTATION	\$351.20
HANDLING EXPENSES	\$861.12

PROJECT NAME: VESSEL S900  
PR NO: PR-AN-010  
WBS: VESSELS S900

Container No. BB-1\

Payment terms: 60 DAYS		Due date 6/27/2021	Total amount	74,074.31 USD
ACH PAYMENT Account name: Blue Water Shipping US Inc ABA/Routing no.: 043000261 (The bank of New York Mellon, Pittsburgh) Account no.: 9044-739		US DOMESTIC FEDWIRE PAYMENT Intermediary Bank: ABA/Routing no.: 021000089 (Citibank, NY) Account with Intermediary Bank: 36059311 For further credit to beneficiary: Account name: Blue Water Shipping US Inc Bank Swift: HANDUS33 (Svenska Handelsbanken, NY) Account no.: 7131101100		INTERNATIONAL WIRE PAYMENT Beneficiary name: Blue Water Shipping US Inc Beneficiary Bank Swift: HANDUS33 (Svenska Handelsbanken, NY) Beneficiary Account no.: 7131101100
CHECK PAYMENT VIA FIRST CLASS MAIL Blue Water Shipping US Inc PO Box 392379 Pittsburgh, PA 15251-9379	CHECK PAYMENT VIA COURIER Blue Water Shipping US Inc Attn.: 392379 500 Ross St 154-0455 Pittsburgh, PA 15262-0001	Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to the charges		
Our Contact: LESLIE FORSYTH			Page: 1	

# EXHIBIT A-3

**INVOICE**

BLUE WATER SHIPPING US, INC.  
16945 NORTHCHASE DR., SUITE 1550,  
HOUSTON, TX 77060

UNITED STATES

TEL: +1 281-449-7447 FAX: +1 281-449-7451



SAPURA ENERGY MEXICANA, S.A.P.I. DE C.V. AV. ISLA  
DE TRIS NO. 28 A, KM 5, INT. 404, RESIDENCIAL SAN  
MIGUEL  
CIUDAD DEL CARMEN, CAMPECHE 24157

Date 04/26/21  
Our ref. 02-33-02929  
Invoice # 00339585  
Customer # SME1410034E9  
Duns #  
Client ID SAPENE

Att.:

Packages 1	Description charge CONSOLIDATION AS PER	LBS 132	KGS 60	CBM/TEU 0,30	B/L Number (CASE#) 125-91280081														
Place of init. receipt		Port of loading ABERDEEN GRE		Port of discharge MEXICO CITY															
Carrier BRITISH AIRWAYS P.L.C.		Shipper STANLEY PLASTICS LTD		Consignee SAPURA ENERGY MEEEXICANA, S.A.															
AWB / HAWB		Yr. Ref. (TCN#)		ETD 4/07/2021 / ETA 4/07/2021															
<b>Description of charges</b> <table> <thead> <tr> <th></th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>AIR FREIGHT</td> <td>\$669.00</td> </tr> <tr> <td>INLAND SERVICES</td> <td>\$331.52</td> </tr> <tr> <td>AIRPORT TRANSFER FEE</td> <td>\$35.00</td> </tr> <tr> <td>BWS HANDLING</td> <td>\$75.00</td> </tr> <tr> <td>EXPORT FILING</td> <td>\$25.00</td> </tr> <tr> <td>AIRLINE CARGO SCREENING FEE</td> <td>\$25.00</td> </tr> </tbody> </table> <p>SERVICE ORDER: 4100058170 SP REF: 21421 ENI-II-INT-020</p>							Amount	AIR FREIGHT	\$669.00	INLAND SERVICES	\$331.52	AIRPORT TRANSFER FEE	\$35.00	BWS HANDLING	\$75.00	EXPORT FILING	\$25.00	AIRLINE CARGO SCREENING FEE	\$25.00
	Amount																		
AIR FREIGHT	\$669.00																		
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BWS HANDLING	\$75.00																		
EXPORT FILING	\$25.00																		
AIRLINE CARGO SCREENING FEE	\$25.00																		
Container No. BB-1\																			
Payment terms: 60 DAYS		Due date 6/25/2021		Total amount 1,160,52 USD															
ACH PAYMENT Account name: Blue Water Shipping US Inc ABA/Routing no.: 043000261 (The bank of New York Mellon, Pittsburgh) Account no.: 9044-739 CHECK PAYMENT VIA FIRST CLASS MAIL Blue Water Shipping US Inc PO Box 392379 Pittsburgh, PA 15251-9379		US DOMESTIC FEDWIRE PAYMENT Intermediary Bank: ABA/Routing no.: 021000089 (Citibank, NY) Account with Intermediary Bank: 36059311 For further credit to beneficiary: Account name: Blue Water Shipping US Inc Bank Swift: HANDUS33 (Svenska Handelsbanken, NY) Account no.: 7131101100 Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to the charges		INTERNATIONAL WIRE PAYMENT Beneficiary name: Blue Water Shipping US Inc Beneficiary Bank Swift: HANDUS33 (Svenska Handelsbanken, NY) Beneficiary Account no.: 7131101100															
Our Contact: JAY THURMOND		Page: 1																	



# EXHIBIT A-4

BLUE WATER SHIPPING US, INC.  
16945 NORTHCHASE DR., SUITE 1550,  
HOUSTON, TX 77060

**INVOICE**

UNITED STATES

TEL: +1 281-449-7447 FAX: +1 281-449-7451



SAPURA ENERGY MEXICANA, S.A.P.I. DE C.V. AV. ISLA  
DE TRIS NO. 28 A, KM 5, INT. 404, RESIDENCIAL SAN  
MIGUEL  
CIUDAD DEL CARMEN, CAMPECHE 24157

Date 04/30/21  
Our ref. 02-31-01230  
Invoice # 00340108  
Customer # SME1410034E9  
Duns #  
Client ID SAPENE

Att.:

Packages	Description charge RIGHT HAND LANGS, SP	LBS 0	KGS	CBM/TEU 0,00	B/L Number (CASE#)
Place of init. receipt	Port of loading HOUSTON	Port of discharge LAREDO	Place of delivery CIUDAD DEL CARMEN		
Carrier	Shipper KENNEDY WIRE ROPE & SLING COMPANY	Consignee SAPURA ENERGY MEEIXICANA, S.A.			
AWB / HAWB	Yr. Ref. (TCN#)	ETD 4/01/2021	ETA 4/15/2021		

<u>Description of charges</u>	<u>Amount</u>
TRANSPORTATION INSURANCE	\$650.00
DELIVERY (Corpus Christi to Ciudad del Carmen)	\$6,435.00
WAITING TIME	\$975.00

Container No.

**Payment terms:** Due date 6/29/2021 Total amount 8,060,00 USD

ACH PAYMENT  
Account name: Blue Water Shipping US Inc  
ABA/Routing no.: 043000261 (The bank of New York Mellon, Pittsburgh)  
Account no.: 9044-739

CHECK PAYMENT VIA  
FIRST CLASS MAIL  
Blue Water Shipping US Inc  
PO Box 392379  
Pittsburgh, PA 15251-9379

CHECK PAYMENT VIA COURIER  
Blue Water Shipping US Inc  
Attn.: 392379  
500 Ross St 154-0455  
Pittsburgh, PA 15262-0001

US DOMESTIC FEDWIRE PAYMENT  
Intermediary Bank:  
ABA/Routing no.: 021000089 (Citibank, NY)  
Account with Intermediary Bank: 36059311  
For further credit to beneficiary:  
Account name: Blue Water Shipping US Inc  
Bank Swift: HANDUS33 (Svenska Handelsbanken, NY)  
Account no.: 7131101100

INTERNATIONAL WIRE PAYMENT  
Beneficiary name:  
Blue Water Shipping US Inc  
Beneficiary Bank Swift:  
HANDUS33 (Svenska Handelsbanken, NY)  
Beneficiary Account no.: 7131101100

Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to the charges

Our Contact: CHRIS HARTMAN

Page: 1

# EXHIBIT A-5

BLUE WATER SHIPPING US, INC.  
16945 NORTHCHASE DR., SUITE 1550,  
HOUSTON, TX 77060

**INVOICE**

UNITED STATES

TEL: +1 281-449-7447 FAX: +1 281-449-7451

SAPURA ENERGY MEXICANA, S.A.P.I. DE C.V. AV. ISLA  
DE TRIS NO. 28 A, KM 5, INT. 404, RESIDENCIAL SAN  
MIGUEL  
CIUDAD DEL CARMEN, CAMPECHE 24157

Date 05/05/21  
Our ref. 02-31-01228  
Invoice # 00340431  
Customer # SME1410034E9  
Duns #  
Client ID SAPENE

Att.:

Packages	Description charge BALL VALVES	LBS 0	KGS	CBM/TEU 0.00	B/L Number (CASE#) 02-31-01228
Place of init. receipt		Port of loading HOUSTON		Port of discharge	Place of delivery
Carrier ALL IN SERVCIES LLC		Shipper TEKNACORP USA INC.			Consignee SAPURA / ARENDAL
AWB / HAWB		Yr. Ref. (TCN#)		ETD 4/01/2021 /	ETA 4/15/2021

<u>Description of charges</u>	<u>Amount</u>
DELIVERY	\$6,645.00
UNION CHARGES	\$130.00
WAITING TIME (USD 200.00 x 8 DAYS)	\$1,600.00

Container No.

**Payment terms:** **Due date 7/4/2021** **Total amount** **8,375.00 USD**

<b>ACH PAYMENT</b> Account name: Blue Water Shipping US Inc ABA/Routing no.: 043000261 (The bank of New York Mellon, Pittsburgh) Account no.: 9044-739 <b>CHECK PAYMENT VIA</b> FIRST CLASS MAIL Blue Water Shipping US Inc PO Box 392379 Pittsburgh, PA 15251-9379	<b>CHECK PAYMENT VIA COURIER</b> Blue Water Shipping US Inc Attn.: 392379 500 Ross St 154-0455 Pittsburgh, PA 15262-0001	<b>US DOMESTIC FEDWIRE PAYMENT</b> Intermediary Bank: ABA/Routing no.: 021000089 (Citibank, NY) Account with Intermediary Bank: 36059311 For further credit to beneficiary: Account name: Blue Water Shipping US Inc Bank Swift: HANDUS33 (Svenska Handelsbanken, NY) Account no.: 7131101100 Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to the charges	<b>INTERNATIONAL WIRE PAYMENT</b> Beneficiary name: Blue Water Shipping US Inc Beneficiary Bank Swift: HANDUS33 (Svenska Handelsbanken, NY) Beneficiary Account no.: 7131101100
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Our Contact: CHRIS HARTMAN

Page: 1

# EXHIBIT A-6

**INVOICE**

BLUE WATER SHIPPING US, INC.  
16945 NORTHCHASE DR., SUITE 1550,  
HOUSTON, TX 77060

UNITED STATES

TEL: +1 281-449-7447 FAX: +1 281-449-7451



SAPURA ENERGY MEXICANA, S.A.P.I. DE C.V. AV. ISLA  
DE TRIS NO. 28 A, KM 5, INT. 404, RESIDENCIAL SAN  
MIGUEL  
CIUDAD DEL CARMEN, CAMPECHE 24157

Date 05/13/21  
Our ref. 02-31-01233  
Invoice # 00340756  
Customer # SME1410034E9  
Duns #  
Client ID SAPENE

Att.:

Packages 3	Description charge WIRE ROPE & SOCKET	LBS 7,283	KGS 3,303	CBM/TEU 0.00	B/L Number (CASE#) AIS-132 0913
Place of init. receipt CORPUS CHRISTI		Port of loading		Port of discharge	Place of delivery CIUDAD DE CARMEN
Carrier ALL IN SERVCIES LLC		Shipper KENNEDY WIRE ROPE & SLING COMPANY			Consignee SAPURA ENERGY MEXICANA, S.A.P
AWB / HAWB		Yr. Ref. (TCN#)		ETD 5/01/2021 /	ETA 5/15/2021

**Description of charges****Amount**

TRANSPORTATION INSURANCE (PO 45000059916, ENI-II-INT-023)	\$650.00
DELIVERY	\$6,435.00
WAITING TIME (40 MINUTES / USD 65.00 PER HOUR)	\$43.33

Container No.

**Payment terms:** 30 Days**Due date****Total amount****7,128.33 USD**

ACH PAYMENT  
Account name: Blue Water Shipping US Inc  
ABA/Routing no.: 043000261 (The bank of New York Mellon, Pittsburgh)  
Account no.: 9044-739  
CHECK PAYMENT VIA  
FIRST CLASS MAIL  
Blue Water Shipping US Inc  
PO Box 392379  
Pittsburgh, PA 15251-9379

CHECK PAYMENT VIA COURIER  
Blue Water Shipping US Inc  
Attn.: 392379  
500 Ross St 154-0455  
Pittsburgh, PA 15262-0001

US DOMESTIC FEDWIRE PAYMENT  
Intermediary Bank:  
ABA/Routing no.: 021000089 (Citibank, NY)  
Account with Intermediary Bank: 36059311  
For further credit to beneficiary:  
Account name: Blue Water Shipping US Inc  
Bank Swift: HANDUS33 (Svenska Handelsbanken, NY)  
Account no.: 7131101100

Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to the charges

INTERNATIONAL WIRE PAYMENT  
Beneficiary name:  
Blue Water Shipping US Inc  
Beneficiary Bank Swift:  
HANDUS33 (Svenska Handelsbanken, NY)  
Beneficiary Account no.: 7131101100

Our Contact: CHRIS HARTMAN

Page: 1



# **EXHIBIT A-7**

BLUE WATER SHIPPING US, INC.  
16945 NORTHCHASE DR., SUITE 1550,  
HOUSTON, TX 77060

**INVOICE**

UNITED STATES

TEL: +1 281-449-7447 FAX: +1 281-449-7451



SAPURA ENERGY MEXICANA, S.A.P.I. DE C.V. AV. ISLA  
DE TRIS NO. 28 A, KM 5, INT. 404, RESIDENCIAL SAN  
MIGUEL  
CIUDAD DEL CARMEN, CAMPECHE 24157

Date 07/21/21  
Our ref. 02-30-02357  
Invoice # 00344775  
Customer # SME1410034E9  
Duns #  
Client ID SAPENE

Att.:

Packages 2	Description charge RIGGING EQUIPMENT WI	LBS 652,248	KGS 295,857	CBM/TEU 0.00	B/L Number (CASE#) 001-07-21/AN
Place of init. receipt		Port of loading TAMPICO	Port of discharge ORANGE		Place of delivery
Carrier CROWLEY		Shipper ALTA NAVEGACION DE MEXICO S. DE			Consignee RVERSABAR
AWB / HAWB		Yr. Ref. (TCN#) SO# 4100060032		ETD 7/06/2021 /      ETA 7/14/2021	

**Description of charges****Amount**

TERMINAL HANDLING CHARGE (ADDITIONAL 2 DAYS DUE TO DISASSEMBLY WORK) \$12,950.00

Container No.

**Payment terms: NET CASH** **Due date 7/21/2021** **Total amount 12,950.00 USD**

ACH PAYMENT  
Account name: Blue Water Shipping US Inc  
ABA/Routing no.: 043000261 (The bank of New York Mellon, Pittsburgh)  
Account no.: 9044-739

CHECK PAYMENT VIA  
FIRST CLASS MAIL  
Blue Water Shipping US Inc  
PO Box 392379  
Pittsburgh, PA 15251-9379

CHECK PAYMENT VIA COURIER  
Blue Water Shipping US Inc  
Attn.: 392379  
500 Ross St 154-0455  
Pittsburgh, PA 15262-0001

US DOMESTIC FEDWIRE PAYMENT  
Intermediary Bank:  
ABA/Routing no.: 021000089 (Citibank, NY)  
Account with Intermediary Bank: 36059311  
For further credit to beneficiary:  
Account name: Blue Water Shipping US Inc  
Bank Swift: HANDUS33 (Svenska Handelsbanken, NY)  
Account no.: 7131101100

INTERNATIONAL WIRE PAYMENT  
Beneficiary name:  
Blue Water Shipping US Inc  
Beneficiary Bank Swift:  
HANDUS33 (Svenska Handelsbanken, NY)  
Beneficiary Account no.: 7131101100

Upon request, we shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to the charges

Our Contact: CHRIS HARTMAN

Page: 1



# EXHIBIT A-8

BLUE WATER SHIPPING US, INC.  
16945 NORTHCHASE DR., SUITE 1550,  
HOUSTON, TX 77060

**INVOICE**

UNITED STATES

TEL: +1 281-449-7447 FAX: +1 281-449-7451

SAPURA ENERGY MEXICANA, S.A.P.I. DE C.V. AV. ISLA  
DE TRIS NO. 28 A, KM 5, INT. 404, RESIDENCIAL SAN  
MIGUEL  
CIUDAD DEL CARMEN, CAMPECHE 24157

Date 07/21/21  
Our ref. 02-30-02357  
Invoice # 00344776  
Customer # SME1410034E9  
Duns #  
Client ID SAPENE

Att.:

Packages 2	Description charge RIGGING EQUIPMENT WI	LBS 652,248	KGS 295,857	CBM/TEU 0.00	B/L Number (CASE#) 001-07-21/AN
Place of init. receipt		Port of loading TAMPICO		Port of discharge ORANGE	
Place of delivery					
Carrier CROWLEY		Shipper ALTA NAVEGACION DE MEXICO S. DE			Consignee RVERSABAR
AWB / HAWB		Yr. Ref. (TCN#) SO# 4100060032		ETD 7/06/2021 / ETA 7/14/2021	

**Description of charges****Amount**

CLEANING OF BARGE / OFFHIRE SURVEY CHARGES

\$59,350.00

Container No.

**Payment terms: NET CASH****Due date 7/21/2021****Total amount****59,350.00 USD**

ACH PAYMENT  
Account name: Blue Water Shipping US Inc  
ABA/Routing no.: 043000261 (The bank of New York Mellon, Pittsburgh)  
Account no.: 9044-739  
CHECK PAYMENT VIA  
FIRST CLASS MAIL  
Blue Water Shipping US Inc  
PO Box 392379  
Pittsburgh, PA 15251-9379  
CHECK PAYMENT VIA COURIER  
Blue Water Shipping US Inc  
Attn.: 392379  
500 Ross St 154-0455  
Pittsburgh, PA 15262-0001

US DOMESTIC FEDWIRE PAYMENT  
Intermediary Bank:  
ABA/Routing no.: 021000089 (Citibank, NY)  
Account with Intermediary Bank: 36059311  
For further credit to beneficiary:  
Account name: Blue Water Shipping US Inc  
Bank Swift: HANDUS33 (Svenska Handelsbanken, NY)  
Account no.: 7131101100

INTERNATIONAL WIRE PAYMENT  
Beneficiary name:  
Blue Water Shipping US Inc  
Beneficiary Bank Swift:  
HANDUS33 (Svenska Handelsbanken, NY)  
Beneficiary Account no.: 7131101100

Upon request, we shall provide a detailed breakout of the components of all charges assessed  
and a true copy of each pertinent document relating to the charges

Our Contact: CHRIS HARTMAN

Page: 1